

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ALLEGIANT AIR LLC, a Nevada Limited
Liability Company, and AFH INC., a Nevada
corporation,

Plaintiffs,

v.

BELLINGHAM FUEL SERVICES, INC., a
Washington Corporation,

Defendant.

NO.

PLAINTIFFS' COMPLAINT FOR
BREACH OF CONTRACT AND FOR
CONVERSION

JURY TRIAL DEMANDED

Plaintiffs Allegiant Air LLC and AFH Inc., by way of complaint against Defendant
Bellingham Fuel Services, Inc., assert as follows:

PARTIES

1. Plaintiff Allegiant Air LLC (Allegiant) is, and at all times relevant to the matters
set forth in this Complaint was, a Nevada Limited Liability Company, with its principal place
of business in Nevada, and was authorized to and engaged in the business of providing air
carrier service in the continental United States, *inter alia*, in the State of Washington.

2. Plaintiff AFH Inc. is, and at all times relevant to the matters set forth in this action
was, a Nevada corporation with its principal place of business in Nevada. AFH Inc. and
Allegiant Air are related companies. AFH Inc. is, and at all times relevant to the matters set
forth in this Complaint was, engaged in the business of a fuel servicer for Allegiant's
operations.

1 17. Despite fair and reasonable consideration, and complete and timely acceptance
2 and performance on the part of Plaintiffs Allegiant and AFH, Defendant BFS has failed to
3 provide its promised performance. As a consequence, Defendant BFS has breached its LOA,
4 thereby causing injury and damages to Plaintiffs Allegiant and AFH.

5 18. As a direct and proximate cause of Defendant BFS's breach, Plaintiffs Allegiant
6 and AFH have been injured. The nature, extent, and amount of Plaintiff Allegiant's and
7 AFH's damages will be established at time of trial or other hearing. At least a portion of
8 Plaintiff Allegiant's and AFH's damages are liquidated and it is, therefore, entitled to
9 prejudgment interest on its liquidated damages.

10 *Conversion*

11 19. Defendant BFS's wrongful conduct has been, and continues to be, an unjustified
12 and willful interference with the property of Plaintiffs Allegiant and AFH.

13 20. Defendant BFS's wrongful conduct has deprived Plaintiffs Allegiant and AFH of
14 their property, to which they are entitled.

15 21. By its wrongful conduct, Defendant BFS has converted the property of Plaintiffs
16 Allegiant and AFH.

17 22. As a direct and proximate cause of Defendant BFS's wrongful conduct, Plaintiffs
18 Allegiant and AFH have been injured. The nature, extent, and amount of Plaintiff Allegiant's
19 and AFH's damages will be established at time of trial or other hearing. At least a portion of
20 Plaintiff Allegiant's and AFH's damages are liquidated and it is, therefore, entitled to
21 prejudgment interest on its liquidated damages.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs Allegiant and AFH respectfully request that this Court:

24 1. Enter judgment in favor of Plaintiffs Allegiant and AFH and against Defendant
25 BFS in an amount to be proven at time of trial;
26


1 2. Award Plaintiffs Allegiant and AFH their reasonable attorneys' fees and costs of
2 litigation, pursuant to the parties' LOA, and prejudgment interest on its liquidated damages;

3 3. Permit Plaintiffs Allegiant and AFH to amend their pleadings to conform to proof
4 discovered prior to or offered at time of trial; and

5 4. Grant Plaintiffs Allegiant and AFH such other relief as this Court deems fair.

6 DATED this 2ND day of February, 2011.

7 SKELLENGER BENDER, P.S.

8
9 By 
10 William Bender, WSBA #6574
Jeffrey C. Grant, WSBA #11046

11 Attorneys for Plaintiffs Allegiant Air LLC
12 and AFH Inc.